

COPY

Sales Order # _____

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Services (the "Contract") is entered into by and between ACS State and Local Solutions, Inc. (A Delaware Corporation), DBA ACS Government Records Management, herein referred to as "the Contractor" and Fulton County, IN, herein referred to as "the County" to furnish equipment and supplies as well as services as stated in our proposal for a Landmarc Imaging, Indexing, Cashiering and Public Inquiry System plus offsite public inquiry access on the Internet via ACS' web site, for Fulton County, IN for a period of five (5) years as specified below under "II. Term:"

INTENT:

Contractor agrees to furnish to County, ACS equipment, supplies as well as services as described in section IV of this Contract for a Landmarc Imaging, Indexing, Cashiering and Public Inquiry System.

I. DEFINITIONS:

- A. "Index information" shall mean the data that is input on the Land Records System by the County.
- B. "Control total of lines" shall mean number of lines on each record.
- C. "Sorting" shall mean alphabetical batching of individual records.

II. TERM:

This Contract shall commence on the date documents are processed through the System (hereinafter called the "Go-Live Date") and shall remain in effect for a term of five (5) years. The parties may extend the term for up to five (5) years by mutual written contract.

III. SUPPLIES AND SERVICES PERFORMED BY THE COUNTY**A. Supplies**

The County will supply, at its own expense, the following items:
Printer ribbons, toner cartridges, printer paper, electrical, compact disc for backups and image extractions, dedicated phone line and cabling requirements and other such miscellaneous supplies not specifically provided by contractor.

B. Services and Functions

The County will supply, at its own expense, the following services or personnel to perform the listed functions:

- 1. Document reception and preparation.
- 2. Furnish inputting of all instruments for fee collection, indexing and imaging purposes.
- 3. Packaging and delivering to Contractor of copies, tapes and other forms to include freight.

IV. SUPPLIES, EQUIPMENT AND SERVICES PERFORMED BY CONTRACTOR

- 1. Contractor will provide a Landmarc Imaging, Indexing, Cashiering and Public Inquiry System for the term of the contract.
- 2. Contractor will provide archival and disaster recovery services for the term of the contract.
- 3. Notwithstanding anything to the contrary contained herein, Contractor is to provide all equipment and supplies necessary as to make the system functional to the greatest degree.
- 4. Contractor will be responsible for the initial education and training on the land records system. Initial education and training shall include on-site education training of all employees who will work the land records system. The education and training will be adapted to the needs the employees to ensure each employee is fully prepared to use the system.
- 5. Contractor will perform all on-going support of the entire system, including hardware and software, during the term of the contract. Such support shall be performed to the satisfaction of the County.

6. Contractor will be responsible for replacing any damaged ACS-owned equipment or providing insurance to cover the equipment.
7. Contractor will service and maintain all ACS-owned equipment as described in the table on the next page, and software installed at the County for the term of the contract.

Equipment Required for Proposed System*

Personal Computers:

| | | |
|--|---|----------------|
| Dell PE 1800 2.8Ghz 4gb 4 36gb Raid5 15" FP | 1 | File Server |
| Dell GX280 PIV 2.80GHz 512mb 40gb CD w/ 19" FLAT LCD | 2 | Public Inquiry |
| Dell GX280 PIV 2.80GHz 512mb 40gb CD w/ 19" FLAT LCD | 1 | Scan Station |
| Dell GX280 PIV 2.80GHz 512mb 40gb CD w/ 19" FLAT LCD | 1 | Cash Station |
| Dell GX280 PIV 2.80GHz 512mb 40gb CD w/ 19" FLAT LCD | 1 | Backup Station |

Scanners:

| | | |
|---|---|---------|
| Scanner - Fujitsu 4220C 25ppm 8x11 (710719) | 1 | Scanner |
|---|---|---------|

Printers:

| | | |
|--|---|-------------------|
| Laser Printer - HP 5100 (546615) | 1 | Laser Printer |
| Sheet Feeder (500) HP 5100 (546626) | 1 | Paper Feeder |
| Sheet Feeder (250) HP 5100 (546625) | 1 | Paper Feeder |
| Laser Printer - HP 2430TN 30 PPM(176148) | 1 | Laser Printer |
| HP Jetdirect 615N 10/100 (846540) | 1 | NIC PRT |
| Receipt/Validator - Axiohm A758 serial | 2 | Receipt Validator |

Backup:

| | | |
|--|---|-----------------|
| APC BE500 (083545) | 4 | UPS |
| APC 1000 NET (861903) | 1 | UPS |
| APC Surge Protectors (093195) | 2 | Surge Protector |
| MAXTOR ONE TOUCH 160GB EXT HD (841649) | 1 | USB EXT Drive |
| Sony DVD/CDRW Drive (655649) | 1 | DVD/CDRW Drive |
| MEMOREX DVD+RW Disks (PKG of 5) (111185) | 3 | DVD+RW DISK |

Cash Drawer:

| | | |
|---|---|-------------|
| Cash Drawer Indiana (2-10150) (7-30481)() BLK | 1 | Cash Drawer |
|---|---|-------------|

** Minimum Specifications. Precise equipment configurations subject to technology advances and/or changes in vendor availability. For ACS supplied hardware, we purchase name brand equipment based on the reputation the company has in the IT marketplace. As an example we purchase Dell Personal Computers, Fujitsu scanners, and Hewlett-Packard printers. We accept the response times, print quality, and overall performance of this equipment as the best available in the marketplace.*

8. If the County interconnects the County's PC network and ACS' system network for the purposes such as, but not limited to, extending public access to other County employees' workstations on the County's existing computer network, or installing e-mail and/or general Internet access services on ACS workstations for County employees:
 - a) Contractor agrees to allow County to establish connectivity between the County's PC network and ACS' system network for the purpose of extending access to the County network and other County PCs, and/or using email.
 - b) County agrees to allow contractor to schedule an ACS support person to be on site at the County for all above-mentioned installations.
 - c) County agrees to be responsible for purchasing, installing and managing all necessary Anti-Virus protection software and Anti-Virus software updates on County's server and all County networked PC workstations.
 - d) County agrees to be fully responsible for restoring the County's ACS system in the event of virus disruption.
 - e) In the event of downtime determined by ACS to have been caused by virus contamination of ACS system or traceable by ACS to County installed software, Contractor reserves the right to charge the County for restoration of the system at Contractor's current hourly labor rate of \$125 per hour or the Contractor's going rate at the time.

V. SECURITY

1. "Confidential Information" shall mean all information and/or material obtained by either party from, or disclosed to either party, which relates to ACS' and the County's past, present and future research, development and business activities, and the terms and conditions of this Contract as well as any other information identified by ACS or the County as "Confidential Information". The term "Confidential Information" shall not mean any information that (i) is previously known to the other party without obligation of confidence; (ii) is publicly disclosed by its owner either prior to or subsequent to the other party's receipt of such information; (iii) is rightfully received by the other party from a third party without obligation of confidence; (iv) is independently developed by the other party; or (v) is approved in writing by the owner of such information for release by the other party.
2. Each party agrees to hold all such Confidential Information in trust and confidence for the other party in the same manner the receiving party treats its own confidential information, but not less than in a reasonable manner. Neither party shall use such Confidential Information other than for the benefit of its owner and except as may be authorized by its owner in writing. Neither party shall disclose, by publication or otherwise, to any person other than those persons who have a need to know, such Confidential Information for purposes of carrying out the terms of this Contract, and who agree in writing to be bound by, and comply with the provisions of this section.
3. Both parties shall return to the other party all Confidential Information upon termination of this Contract.
4. Both parties shall maintain adequate procedures to prevent loss of or unauthorized access to any Confidential Information. In the event of any loss, inadvertent disclosure, or unauthorized access, that party shall notify the other party immediately by phone within twenty-four (24) hours.
5. ACS warrants that neither the installation nor the operation of ACS' data processing equipment will impede the operation of the County's other systems or damage the County's database, and that security measures are in place that will protect the County's database. The County reserves the right to review and approve documentation of these security features.
6. The County and ACS each reserves the right to make amendment(s) to this Contract provided that such amendment(s) is (are) in accordance with State law and each party agrees to such amendment(s) in writing.

VI. TERMS FOR REVIEW AND MODIFICATION OF DELIVERABLES

1. Customer will have no more than ten (10) business days to review ACS software and configuration deliverables. Silence is concurrence. If ACS completes a configuration task and the County is informed in writing of that completion and no response is received from the County disputing the completion within (10) business days then that task or deliverable is deemed completed and approved by the County.
2. ACS gives the County up to two (2) iterations (change cycles) to modify or change any software and/or configuration deliverable (excluding hardware.) This assures the County of having up to two opportunities to request, for example, that ACS make a modification in the network configuration to resolve an unforeseen issue. However, to encourage careful planning and control costs, ACS has the option to charge our prevailing hourly service rate for anything above two (2) iterations.

VII. SHIPPING AND TRANSMITTALS

1. The County will transmit to the Contractor, once per month, all indexing data that has been input into the County's system by County personnel.
2. Contractor shall prepare and deliver monthly year-to-date index prints as described below under ***Index Printing Services***, not more than two weeks from receipt of indexed data from the County.

VIII. INDEXING SUPPORT TECHNICAL SPECIFICATIONS

ACS will provide the following service(s) in support of the County's Indexing activities:

1. At the end of the month, upon notification from the County that all index entries have been completed and verified, Contractor will provide the County with year-to-date index listings in strict alphabetical order.
2. At the end of each year, Contractor shall create a multi-year printout until a five year period is accumulated.
3. Contractor shall continue this frequency in five (5) year increments to ultimately provide a 10 year printed index to the County.

IX. TAPES/ELECTRONIC MEDIA

The system will produce tapes or other secure magnetic and electronic media to be processed at a Data Center. Multiple backups will be stored at a separate location for security purposes.

X. PRICE

Pricing is as follows for all services as outlined in this Contract.

Cost: \$1,725 per month

Any alteration, variation, modifications or waiver of any provision of the Contract shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum which shall be attached to and be part of this Contract.

XI. TERMINATION OF CONTRACT

This contract is subject to cancellation pursuant to the following:

1. By written notice by the County thirty (30) days after the commencement of a new fiscal year when the County has failed to appropriate funds for this purpose after every reasonable effort has been made to secure funding for this contract. The clause to be effective only provided that no substitute arrangement is funded to provide a similar service.
2. By written notice that the Contractor has failed to perform as required under the terms of the Contract, and has failed after a reasonable period of time to correct or remedy the failure.

The County owns all data and data will be returned to the County in a mutually agreed upon format upon termination of the contract.

Immediately following cancellation, Contractor shall de-install any programs and hardware owned and supplied by Contractor.

This contract is subject to cancellation by written notice by the Contractor sixty (60) days after the County has failed to submit monthly payment. Immediately following cancellation, Contractor shall de-install and remove any programs and hardware owned and supplied by Contractor. County agrees to give Contractor reasonable access to accomplish the de-install.

XII. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted by the laws of Indiana. The parties agree that proper in the event of legal proceedings shall be Fulton County, Indiana.

XIII. HOLD HARMLESS

The Contractor agrees to indemnify the County and to hold the County harmless for any claims for damages and/or breach of contract cause of action that may result from the conversion process from the current system between the County and Manatron, Inc., and that is governed under the Contract between County and Manatron, Inc.

IN WITNESS, thereof, the Contractor has hereunto affixed his hand and seal, and has caused these present to execute in its name and by its County Officer duly authorized and has caused its Corporate Seal to be hereto affixed.

Fulton County, Indiana
Board of Commissioners

ACS State and Local Solutions, Inc.
Government Records Management Division

David A. Ponder
Signature

Norman Dong
Vice President

8/11/05
Date

Date

Roger D. Rose
Signature

8/11/05
Date

Leslie R. Walter
Signature

8/11/05
Date

Cathy Gritter
Attest: